

WEB DEVELOPMENT RETAINER AGREEMENT

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This Web Development Retainer Agreement ("Agreement") is made effective as of [Effective Date] by and between:

Agency: [Agency Legal Name], located at [Agency Address] ("Agency")

Client: [Client Legal Name], located at [Client Address] ("Client")

The Agency and the Client may be referred to individually as a "Party" and collectively as the "Parties."

1. Parties and Engagement

The Client engages the Agency to provide ongoing website maintenance, support, and development services on a recurring retainer basis, and the Agency agrees to provide them under the terms set out below.

2. Scope of Maintenance

Each billing cycle, the Agency will provide the following services ("Services") for the Client's website(s) at [website URL(s)]:

- [e.g. "WordPress core, plugin, and theme updates"]
- [e.g. "Scheduled backups"]
- [e.g. "Security monitoring and patching"]
- [e.g. "Uptime monitoring"]
- [e.g. "Performance checks and optimization"]
- [e.g. "Small fixes and content edits up to [X] hours per cycle"]
- [e.g. "Monthly maintenance report"]

3. What Is Not Included

The following are **not** covered by this Agreement and will be quoted and approved separately: new feature development, website redesigns, new page or template builds, content creation, platform migrations, and any work not listed in Section 2.

4. Service Level Agreement and Response Times

The Agency will respond to issues within the following target times, during [stated support hours]:

- **Critical (site down or security breach):** [e.g. "within 1–2 hours"].
- **High priority (broken functionality):** [e.g. "within 4–8 hours"].
- **Routine requests:** [e.g. "within 24–48 hours"].
- **Escalation:** Unresolved critical issues escalate to [named contact / procedure].
- **Emergency / after-hours support** is [included / billed at [rate] — choose one].

5. Updates, Staging and Rollback

- Software updates are applied and tested on a staging environment before being pushed to the live site, where practicable.
- A backup is taken before significant changes.
- If an update causes a problem, the Agency will roll the site back to the last working state and investigate before re-attempting.

6. Backups

- **Frequency:** [Daily / weekly] automated backups.
- **Storage:** Backups are stored off-site at [location/provider].
- **Retention:** Backups are retained for [number] days.
- **Restores:** The Agency is responsible for restoring from backup where a restore is needed within the scope of this Agreement.

7. Security and Malware

The Agency will [monitor for and apply security patches / run malware scanning]. Malware removal is [included / billed separately at [rate] — choose one]. The Client acknowledges that no provider can guarantee a site will never be compromised.

8. Hosting and Third-Party Licenses

- Hosting is provided and paid for by [the Client / the Agency, as agreed].

- Third-party plugins, themes, and service licenses used on the site are owned and paid for by [the Client / the Agency, as agreed], and the responsible Party will keep them current.

9. Ownership, Access and Data Export

- The Client owns the domain, hosting account, website files, database, content, and any custom code created for the Client.
- The Client retains access to all accounts throughout the engagement.
- On termination, the Agency will provide a complete export of the site — including files, database, media, and configuration — in a standard format within [number, e.g. "14"] days, and will remove its own access.

10. Downtime and Liability Boundary

- The Agency targets an uptime of [e.g. "99.9%"] for work within its control.
- The Agency is **not** liable for downtime or issues caused by the hosting provider, third-party services, or changes made by the Client or a third party outside the Agency's control.
- Where such downtime occurs, the Agency will assist in diagnosis and resolution within the agreed SLA.

11. Payment Terms

- **Retainer fee:** [Currency and amount] per [billing cycle, e.g. "month"].
- **Billing date:** The Agency will invoice on [billing date], payable in advance.
- **Due date:** Payment is due within [number, e.g. "7"] days of the invoice date.
- **Accepted methods:** [e.g. "Bank transfer, Stripe, PayPal"].
- **Late payment:** Unpaid invoices accrue a late fee of [amount or percentage], and the Agency may pause Services until the balance is cleared.

12. Unused Hours and Rollover

Where the retainer includes a block of hours, unused hours within a cycle [do not roll over / roll over for one (1) cycle only — choose one]. Work requested beyond the included hours is billed at [hourly rate] with the Client's approval.

13. Client Responsibilities

The Client will provide, in a timely manner: access to hosting, the CMS, and relevant accounts; approvals; content; and decisions needed for the work. Delays caused by the Client do not reduce the retainer fee and may extend timelines.

14. Confidentiality

Each Party will keep confidential all non-public information received from the other Party — including credentials and access details — and will use it only to perform this Agreement. This obligation continues after the Agreement ends. It does not apply to information that is public, independently developed, or required to be disclosed by law.

15. Intellectual Property Rights

Upon full payment for the relevant work, the Agency assigns to the Client ownership of custom code and deliverables created specifically for the Client. The Agency retains ownership of its pre-existing tools, libraries, and methodologies, and may showcase the work in its portfolio unless the Client requests otherwise in writing.

16. Indemnification and Limitation of Liability

Each Party will indemnify the other against third-party claims arising from its own negligence or breach of this Agreement. The Agency's total liability under this Agreement will not exceed the total fees paid by the Client in the [number, e.g. "three (3)"] months preceding the claim. Neither Party is liable for indirect or consequential losses.

17. Duration, Renewal and Termination

- **Start date:** This Agreement begins on [Start Date].
- **Initial term:** The initial term is [e.g. "one (1) month"], after which it continues month-to-month.
- **Auto-renewal:** The Agreement automatically renews for successive [e.g. "one (1) month"] periods unless either Party gives written notice of non-renewal before the renewal date.
- **Notice:** Either Party may terminate by giving [number, e.g. "30"] days' written notice.
- **Effect of termination:** The Client remains responsible for fees for work performed up to the termination date, and receives the data export under Section 9. Prepaid fees for undelivered work will be [refunded / credited / forfeited — choose one].

18. Dispute Resolution

The Parties will attempt to resolve any dispute in good faith through direct discussion. If unresolved, the dispute will be settled by [mediation / arbitration / the courts] in [jurisdiction/location]. This Agreement is governed by the laws of [governing law jurisdiction].

19. General Provisions

- **Independent contractor:** The Agency is an independent contractor, not an employee, partner, or agent of the Client.

- **Non-exclusivity:** Nothing in this Agreement prevents the Agency from providing services to other clients, unless a separate written exclusivity arrangement is agreed.
- **Assignment:** Neither Party may assign this Agreement without the other Party's written consent, except as part of a sale of substantially all of its business.
- **Force majeure:** Neither Party is liable for delays or failures caused by events beyond its reasonable control.
- **Notices:** Notices under this Agreement will be in writing and sent to the email or address each Party provides.
- **Entire agreement:** This Agreement is the entire agreement between the Parties on its subject and replaces any prior discussions. Any change must be in writing and signed by both Parties.
- **Severability:** If any clause is found unenforceable, the rest of the Agreement remains in effect.

20. Signatures

By signing below, both Parties agree to the terms of this Agreement.

Agency	Client
Signature: _____	Signature: _____
Name: [Agency Signatory Name]	Name: [Client Signatory Name]
Title: [Title]	Title: [Title]
Date: _____	Date: _____

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